



776 N.E. 125 Street, North Miami, Florida 33161

Council Report

To: The Honorable Mayor and City Council

From: Ruby Johnson, Purchasing Director
Purchasing Department

Date: March 13, 2012

RE: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND BLACK & VEATCH CORPORATION TO INCREASE THE CONTRACT AMOUNT FROM SIXTY ONE THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$61,850.00), TO TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$225,000.00), FOR WATER AND SEWER RATES AND FEES ANALYSIS REVIEW AND OTHER RELATED SERVICES; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

RECOMMENDATION

Staff is recommending that the Mayor and Council authorize the City Manager to amend Piggyback Contract No. 51-10-11 to increase the contract value to \$225,000 and extend the service completion date to September 30, 2012.

BACKGROUND

The City Piggybacked Miami Dade County Contract No. 530 for Water & Sewer Rates & Fees Analysis to establish a contract with Black & Veatch for the development of two active Florida Department of Environmental Protection and State Revolving Fund (FDEP & SRF) Requests for Inclusion. This request has been completed however additional services are required.

The City requires two additional tasks to be performed:

1. To update the cost of water and sewer rate analysis - \$33,000
2. Prepare and submit planning documents required by FDEP & SRF under the guidelines of the Clean Water SRF Program - \$92,000

These compliance issues must be completed in order for the City to obtain the SRF funding. The City receives \$11 million dollars in grants funds for Waterline Improvements, \$15 million dollars for Water Plant Upgrades and \$6 million dollars for Sanitary Sewer Improvements.

The City is also requesting to amend the agreement to extend the contract term to September 30, 2012 to allow for the remaining tasks to be completed.

Funding for these services is from the Water & Sewer Utility Fund.

Attachments

Proposal

Resolution

Amended Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND BLACK & VEATCH CORPORATION TO INCREASE THE CONTRACT AMOUNT FROM SIXTY-ONE THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND NO CENTS (\$61,850.00), TO TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$225,000.00), FOR WATER AND SEWER RATES AND FEES ANALYSIS REVIEW AND OTHER RELATED SERVICES; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, on July 22, 2011, the City of North Miami ("City") entered into a Professional Services Agreement (Program Development Services - Piggyback MDC Contract #503) ("Agreement") with Black & Veatch Corporation ("Contractor") to review existing rates and fees to identify recovery requirements for the wholesale and retail water, in accordance with the terms, conditions, requirements and specifications contained in the *Request for Proposals for Water and Sewer Rates and Fees Analysis EPP-RFP No. 530* ("Services"); and

WHEREAS, under the terms of the Agreement, the Contractor was to be paid an amount not to exceed Sixty-One Thousand Eight Hundred Fifty Dollars and No Cents (\$61,850.00), as compensation for the provision of Services; and

WHEREAS, the City desires to amend the Agreement for additional Task Orders to include Services in support of pre-construction activities required by the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) program; and

WHEREAS, the required additional Services will increase the initial Agreement amount to an amount not to exceed Two Hundred Twenty-Five Thousand Dollars and No Cents (\$225,000.00), with a completion date of September 30, 2012; and

WHEREAS, the City Administration respectfully requests that the Mayor and City Council approve the amendment to Professional Services Agreement, in order to accomplish the additional work required by the City.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Authority of City Manager. The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager to execute an amendment to Professional Services Agreement, in substantially the attached form, between the City of North Miami and Black & Veatch Corporation to increase the Contract amount from Sixty-One Thousand Eight Hundred Fifty Dollars and No Cents (\$61,850.00), to Two Hundred Twenty-Five Thousand Dollars and No Cents (\$225,000.00), for water and sewer rates and fees analysis review and other related services

Section 2. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this _____ day of March, 2012.

ANDRE D. PIERRE, ESQ.
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Andre D. Pierre, Esq.	_____ (Yes) _____ (No)
Vice Mayor Jean R. Marcellus	_____ (Yes) _____ (No)
Councilperson Michael R. Blynn, Esq.	_____ (Yes) _____ (No)
Councilperson Scott Galvin	_____ (Yes) _____ (No)
Councilperson Marie Erlande Steril	_____ (Yes) _____ (No)

**CITY OF NORTH MIAMI
AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Amendment") is entered into this ____ day of _____, 2012, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 N.E. 125th Street, North Miami, FL 33161 ("City"), and **Black & Veatch Corporation**, a foreign for-profit corporation registered and authorized to do business in the State of Florida, having its principal office at 8400 Ward Parkway, Kansas City, MO 64114 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, on July 22, 2011, the City of North Miami ("City") entered into a Professional Services Agreement (Program Development Services – Piggyback MDC Contract #503) ("Agreement") with Black & Veatch Corporation ("Contractor") to review existing rates and fees to identify recovery requirements for the wholesale and retail water, in accordance with the terms, conditions, requirements and specifications contained in the *Request for Proposals for Water and Sewer Rates and Fees Analysis EPP-RFP No. 530* ("Services"); and

WHEREAS, under the terms of the Agreement, the Contractor was to be paid an amount not to exceed Sixty-One Thousand Eight Hundred Fifty and no/100 Dollars (\$61,850.00), as compensation for the provision of Services; and

WHEREAS, the City desires to amend the Agreement for additional Task Orders to include Services in support of pre-construction activities required by the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) program; and

WHEREAS, the required additional Services will increase the initial Agreement amount to an amount not to exceed Two Hundred Twenty-Five Thousand Dollars and no/100 (\$225,000.00), with a completion date of September 30, 2012; and

WHEREAS, on March 13, 2012, the Mayor and City Council passed a Resolution authorizing the City Manager to execute this Amendment with Contractor for the provision of Services.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

1. The Parties agree that this Amendment is incorporated into and made part of the Agreement executed by the Parties on July 22, 2012, attached hereto as Exhibit A.
2. Term of Agreement. The Parties hereby amend Article 3.1 of Agreement to read as: "Subject to authorized adjustments, the Term of Agreement shall expire on September 30, 2012."

3. Compensation. The Parties hereby amend Article 4.1 of the Agreement to increase the compensation amount from Sixty-One Thousand Eight Hundred Fifty Dollars (\$61,850.00) to an amount not to exceed Two Hundred Twenty-Five Thousand Dollars (\$225,000.00).

4. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties.

5. This Amendment shall be binding upon the Parties hereto, their successors in interest, heirs, executors, assigns and personal representatives.

6. All other terms of the Agreement which have not been modified by this Amendment, shall remain in full force and effect.

7. This Amendment may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

Black & Veatch Corporation, a foreign for-profit corporation:
"Contractor"

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

ATTEST:

City of North Miami, a Florida municipal corporation: "City"

By: _____
Michael A. Etienne
City Clerk

By: _____
Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Regine M. Monestime
City Attorney

**CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT
(Program Development Services – Piggyback MDC Contract #530)**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 22nd day of July, 2011 by and between the **City of North Miami**, a Florida municipal corporation, having its principal office at 776 NE 125th Street, North Miami, FL 33161 ("City") and **Black & Veatch Corporation**, a foreign for-profit corporation registered and authorized to do business in the State of Florida, having its principal office at 8400 Ward Parkway, Kansas City, MO 64114 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, on or about August 16, 2006, Miami-Dade County, Florida ("County"), issued *Request For Proposals For Water and Sewer Rates and Fees Analysis EPP-RFP No. 530* ("RFP"), requesting solicitations from qualified contractors to review existing rates and fees to identify recovery requirements for the wholesale and retail water, in accordance with the terms, conditions, requirements and specifications contained in the RFP ("Services"); and

WHEREAS, on the Contractor submitted a written proposal in response to the RFP and was competitively selected as having established the criteria, qualifications, and references most advantageous to the County; and

WHEREAS, on March 29, 2007, the County entered into an agreement with Contractor for the provision of Services ("County Contract"); and

WHEREAS, on March 25, 2011, the County exercised its option to extend the County Contract with Contractor from March 28, 2011 through September 28, 2011, to continue to provide Services to the County; and

WHEREAS, on October 23, 2007, the Mayor and City Council of the City of North Miami, adopted Ordinance 1244, which authorizes the City Manager to approve the purchase of supplies, goods and/or services from current contracts of other governmental entities ("piggyback"), such as Miami-Dade County; and

WHEREAS, Contractor is willing to provide Services to the City with the same favorable rate, skill, knowledge and diligence the Contractor is providing to the County; and

WHEREAS, the City Manager has determined that it is in the best interests of the City to piggyback the County Agreement between the County and Contractor for the provision of Services to the City.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents, collectively referred to as the "Contract Documents", are incorporated into and made part of this Agreement:

2.1.1 Miami-Dade County *Request For Proposals For Water and Sewer Rates and Fees Analysis EPP-RFP No. 530*, attached hereto by reference;

2.1.2 Miami-Dade County agreement with Black & Veatch Corporation, dated March 29, 2007, for the provision of Services, attached hereto as Exhibit A;

2.1.3 Miami-Dade County option to extend agreement with Black & Veatch Corporation, dated March 25, 2011, attached hereto as Exhibit B;

2.1.4 Contractor's Task Orders with Scope of Work to the City, dated May 25, 2011 ("Proposals"), attached hereto as Composite Exhibit C;

2.1.5 Any additional documents which are required to be submitted in the provision of Services.

ARTICLE 3 - TERM OF AGREEMENT

3.1 Subject to authorized adjustments, the Term of Agreement shall be Two Hundred Seventy (270) days from the date the Notice to Proceed is issued by the City.

3.2 Contractor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed term. Failure to render Services timely shall be regarded as a material breach of this Agreement, subject to the appropriate remedies available at law.

3.3 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 - COMPENSATION

4.1 Contractor shall be paid an amount not to exceed Sixty One Thousand Eight Hundred Fifty and no/100 Dollars (\$61,850.00), as compensation for the provision of Services. Payment will be made in accordance with the terms of the RFP.

personal financial interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the Contractor, except as fully disclosed and approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 8 - DEFAULT

8.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within ten (10) business days after receiving Notice of Default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 9 - CITY'S TERMINATION RIGHTS

9.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 10- NOTICES

10.1 All notices, demands, correspondence and communications between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To Contractor: Black & Veatch Corporation
 Attn: Robert Chambers, Senior Consultant
 205 South Orange Avenue, Suite 500
 Orlando, FL 32801
 Phone: (407) 419-3574
 Fax: (407) 419-3501

To City: City of North Miami
 Attn: City Manager
 776 N.E. 125th Street
 North Miami, Florida 33161

With a copy to: City Attorney
 City of North Miami
 776 N.E. 125th Street
 North Miami, Florida 33161

10.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 11 - PUBLIC RECORDS

11.1 Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

ARTICLE 12 - INDEMNIFICATION

12.1 Contractor shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Contractor, its officers, directors, agents, partners, subcontractors, employees and managers in the performance of the Services under this Agreement.

12.2 Contractor shall be fully responsible to City for all acts and omissions of the Contractor, its employees, subcontractors, suppliers, or other persons directly or indirectly employed by its subcontractors or suppliers, and any other persons or organizations performing or furnishing supplies under a direct or indirect agreement with Contractor. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

12.3 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 13 - INSURANCE

13.1 Prior to commencing Services, the Contractor shall submit certificates of insurance evidencing the required coverage under the Contract Documents and specifically providing that the City is an additional named insured with respect to the required coverage and the operations of the Contractor under this Agreement. Contractor shall not commence Services under this Agreement until after Contractor has obtained all of the minimum insurance described and the policies of such insurance detailing the provisions of coverage have been received and approved by the City.

ARTICLE 14 - FORCE MAJEURE

14.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event.

The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

15.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

15.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

15.4 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

15.5 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

15.6 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.

15.7 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

15.8 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

15.9 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

15.10 The professional Services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

15.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

15.12 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15.13 All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

15.14 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

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IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

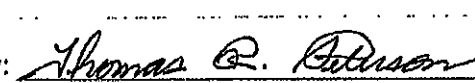
ATTEST:

Black & Veatch Corporation, a foreign for-profit corporation:

Corporate Secretary or Witness:

"Contractor"

By: 

By: 

Print Name: Timothy W. Triplett

Print Name: Thomas R. Peterson

Title: Exec VP & Secretary

Title: Vice President


Date: 7-27-11


Date: 07/22/2011

for Approved by Legal(Boltz/Grimaldi) 07/22/2011.
Approved by PM(Bryant) e-mail 07/22/2011.

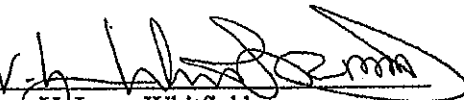
ATTEST:

City of North Miami, a Florida municipal corporation: "City"

By: 
Michael A. Etienne
City Clerk

By: 
Russell Benford
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 
V. Lynn Whitfield
City Attorney



BLACK & VEATCH
Building a world of difference.

Black & Veatch Management Consultant
201 SOUTH ORANGE AVENUE, SUITE 500, ORLANDO, FL 32801
+1 913-458-2000 | KERSTENJR@BV.COM

Req# 10531

\$ 33,000

TASK ORDER

February 16, 2012

To: Aleem Ghany (City of North Miami)
From: Robert Chambers and Jeff Dykstra (Black & Veatch)
RE: Scope of Work for Water and Sewer Rate Study Update

Purpose

This AGREEMENT ("Agreement") is executed by and between City of North Miami, FL ("City") and Black & Veatch Corporation, ("Black & Veatch"), in accordance with the following statements and clauses:

Except as set out below, this Agreement shall be governed by the terms and conditions of the Water and Sewer Department Rates and Fees Analysis Contract No:-530 ("Contract 530") executed and made effective as of September 1, 2008 by and between Miami Dade County and Black & Veatch. Contract 530 and the appendices to it are attached hereto and incorporated by reference. References to "Miami Dade" and "County" in Contract 530 will mean City of North Miami, FL for purposes herein. All rights, responsibilities, limitations, waivers, and releases stated in Contract 530 shall apply as if fully set forth herein.

The City hereby requests, and Black & Veatch agrees to perform, the services set out below ("Services") in accordance with the schedule and for the compensation indicated herein.

Objectives

The primary objectives for the update to the cost of service water and sewer rate study include the following; (1) validate or revise overall projected water and sewer revenue adjustments identified in the FY 2011 study; (2) review and update allocable cost of service and associated cost recovery mechanisms for retail customers for a selected test year (FY 2013); (3) submit a draft report for discussion with the City of North Miami (City), submit a final report reflecting discussion of the draft report, and make final recommendations to the City Council.

Scope of Work

Task 1 Data Collection: Black & Veatch will provide the City with an initial list of basic data needed to conduct the update to the rate study.

Task 2 Bill Frequency Analysis: During the previous rate study, a detailed billing frequency analysis was completed in order to quantify billable consumption attributable to each of the existing rate structure tiers and to determine where new tiers should be set. The billing frequency analysis will be updated with the latest customer billing data that the City has available.

Task 3 Projection of User Rate Revenues: Projections of water and sewer sales revenues under existing rates for the forecast period will be updated using customer account and consumption projections.

Task 4 Projection of Other Revenues: The revenues to be generated from other existing sources will be projected for the planning period.

Task 5 Projected Revenue Requirements: The projected revenue requirements for the City's water and sewer utilities will be updated based on the City's budget for FY 2012 and an update CIP (if available).

Task 6 Projected Operating Results: The projected revenues and revenue requirements will be summarized into a five-year cash flow statement which will identify annual adjustments in water and sewer sales revenues deemed necessary.

Task 7 Cost of Service Update: Black & Veatch will update the cost of service analyses for FY 2013.

Task 8 Update Customer Water and Sewer Rates: In recognition of recommended rate structure modifications presented in the prior rate study and observations based on new data provided by the City, proposed water rates will be designed.

Task 9 Projection of Revenues from Proposed Rates: The proposed rates will be applied to estimate water and sewer sales revenue for the forecast period to ensure adequate recovery of cost for water and sewer systems.

Task 10 Update Typical Bill Comparison: To the extent information is available; Black & Veatch will update the typical bill comparison developed in the prior rate study using the same utilities that were surveyed during the prior study.

Deliverables

Draft Report - Black & Veatch will develop a draft report for the City's review

Final Report - Comments and suggests provided by the City upon review of the draft report will be incorporated into the final report.

Meetings and Presentations

Review of Draft Results: Black & Veatch will prepare and deliver one presentation to appropriate City staff summarizing the study update's findings and results.

Two City Council Presentations: Upon completing the final report, Black & Veatch will present recommendations and will address any questions or concerns raised by the Council prior to decisions being made regarding these recommendations. The Black & Veatch team will attend two (2) City Council meetings.

Compensation

Black & Veatch will provide the services set forth in the above scope of work for a not-to-exceed amount of **\$33,000 including expenses**. Upon request, Black & Veatch will provide additional services related to the water and sewer rate consulting services described herein. Such services may include additional meetings or analyses, negotiation support, review of financial and operating policies, assistance with debt issuance, or other related services. Such service will be provided based on terms and fees as mutually agreed upon by the City and Black & Veatch.

Project Schedule

Black & Veatch will complete the Rate Study Update in ten (10) weeks upon receiving a notice to proceed from the City. The schedule outlined is contingent upon the City providing the necessary data and information in a timely manner.

Offered by:

BLACK & VEATCH CORPORATION

Signature

Date _____

Printed name/ Title

Accepted by:

CITY OF NORTH MIAMI

Signature

Date _____

Printed name/ Title

Req 10532
\$92000

TASK ORDER

Preparation and Submittal of Request for Inclusion of Wastewater WW13181

Purpose

This AGREEMENT ("Agreement") is executed by and between City of North Miami, FL ("City") and Black & Veatch Corporation, ("Black & Veatch"), in accordance with the following statements and clauses:

Except as set out below, this Agreement shall be governed by the terms and conditions of the Water and Sewer Department Rates and Fees Analysis Contract No:-530 ("Contract 530") executed and made effective as of September 1, 2008 by and between Miami Dade County and Black & Veatch. Contract 530 and the appendices to it are attached hereto and incorporated by reference. References to "Miami Dade" and "County" in Contract 530 will mean City of North Miami, FL for purposes herein. All rights, responsibilities, limitations, waivers, and releases stated in Contract 530 shall apply as if fully set forth herein.

The City hereby requests, and Black & Veatch agrees to perform, the services set out below ("Services") in accordance with the schedule and for the compensation indicated herein.

Scope of Services

The City requests that the Consultant provides the services detailed herein in support of pre-construction activities required by the Florida Department of Environmental Protection (FDEP) State Revolving Loan Fund (SRF) program. The application and planning requirements set forth by section 62-503 of the Florida Administrative Code shall support the request for funding of the improvements outlined in the Request for Inclusion, to be submitted to the FDEP, to support the City of North Miami, Wastewater Improvements Project identified as WW13181.

The scope of work presented herein, includes preparation and submittal of a Request for Inclusion (RFI) into the FDEP SRF program; prepare and process the loan agreement; provide necessary financial information to support the loan request; prepare and participate in public participation requirements; prepare and submit planning document as required by the FDEP SRF preconstruction guidelines under the Clean Water SRF program

Administrator Services

Administration will include complete management and reporting for the overall FDEP-SRF program with separate tracking for each phase of the project. Black & Veatch will comply with the guidelines set forth in subsection 62-552 of the F.A.C. Also included is the financial coordination between the Funding agency and the City. Specific elements of administration may include the following:

- Coordination between the FDEP and the City as it relates to funding.
- Complete and file all necessary SRF paperwork.
- Hosting the various public hearings and City Commission meetings needed throughout the process.
- Draft advertisements for the various public meetings associated with this project.
- Draft the ordinance for formal adoption of the facility plan by the City Commission.
- Attending FDEP meetings and hearings related to this project.
- Draft and file the Request for Inclusion (RFI).
- Draft and file the funding agreement between the City Commission and the FDEP.
- File the facility plan with the FDEP and State Clearing House

- Identify pledge revenue/s to be applied to repaying the loan.
- Review existing user charge system.
- Coordinate and develop a proposed user charge system applicable to cover the necessary pledge revenue for this project.
- Complete Capital Financing Plan Schedule
- Assist in the draft schedule for implementing the recommended facilities
- Assist the City Commission in processing funds via electronic fund transfer (disbursement request) for each phase of the project, i.e., administration, planning, engineering, and services during construction.
- Provide project status and updates to City Staff and the City Commission as required.

Planning Services

Clean Water SRF Planning Requirements Section 62-503.700(2) F.A.C. covers the planning requirements for the State Revolving Loan Program. The loan applicant must provide the following planning documentation along with additional planning services listed below:

Planning Document:

- Executive Summary
- Cost Comparison
- Environmental Effects/Benefits
- Selected Alternative
- Public Participation Process
- Financial Feasibility
- Schedule
- Adopting Resolution

Executive Summary:

- Project Description.
- Need or Justification for Project.
- Project Location Map. This map must clearly show the precise location of the proposed project. Roadways must be legibly labeled.

Cost Comparison:

- A cost comparison of at least two alternatives.
- Alternatives may include the cost of a no action alternative.
- For non-point source projects funded under Section 319 or 320 of the Clean Water Act, the cost comparison requirement shall be deemed to have been met when a "qualified" best management practice (BMP) is selected for implementation.

Environmental Effects:

- Discuss environmental benefits associated with the proposed project.
- Will the proposed project have any significant adverse effects upon flora, fauna, threatened or endangered plant or animal species, surface water bodies, prime agricultural lands, wetlands, or undisturbed areas.
- Provide a list of endangered/threatened plant and animal species (obtain from U.S. Fish and Wildlife) for the project area.
- Will the proposed project have any significant adverse human health or environmental effects on minority or low-income communities?
- What investigations/site visits were performed to determine the environmental effects of the proposed project? This should be accomplished by a qualified individual. Submit any report or findings. Clean Water SRF Planning Requirements.

Selected Alternative:

- Describe existing and recommended facilities
- Provide detailed cost estimate of selected alternative.

Public Participation Process:

- Hold public meeting to explain the project, including cost and impact on user charges; and enable public participation in evaluating project alternatives.
- Meet local requirements for advertising the public meeting.
- Provide minutes of public meeting and include a copy of the advertisement.
- For non-point source projects funded under Section 319 or 320 of the Clean Water Act, the public participation requirement shall be deemed to have been met as a result of the environmental review process.

Financial Feasibility:

- Identify revenues to be dedicated to repaying the loan.
- Existing/Proposed User Charge System
- Complete Capital Financing Plan.

Schedule:

- Schedule for implementing the recommended facilities, to include administration, planning, engineering and construction.

Adopting Resolution:

- The City Commission will adopt a resolution providing specific authorization to implement the planning recommendations.

Listed below are additional planning activities that are required in support of submitting the planning document.

State Clearinghouse (SCH) Review

- Submit one hard copy (signed and sealed by a P.E. registered in the State of Florida) of the planning document along with a CD (containing a compiled version in PDF format) to the Bureau of Water Facilities Funding for uploading to DEP's website (www.dep.state.fl.us/water/wff). The SCH will then distribute the plan electronically.
- SCH review process takes 6 to 8 weeks

Expected Department Actions

The Department reviews the planning documents and works with project sponsors to ensure

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that planning requirements are met. In addition, Department staff will be responsible for the following actions. Black & Veatch professionals will support the City of St. Augustine staff in providing questions and or supporting documentation to any of these issues.

Environmental Review

- DEP performs an environmental review for all projects. The environmental review establishes the environmental significance of a proposed project and establishes the Department's intention to make funding available for the project.
- For each project, the DEP publishes a Florida Environmental Information Document (FEID) in the Florida Administrative Weekly.

Acceptance of Planning Documents

- Upon completion of all planning requirements, the Department will issue a letter accepting the planning document.

Other Planning Related Issues

To get on the fundable portion of the priority list requires the following readiness-to-proceed requirements.

- Completion of the planning requirements as described above.
- Department acceptance of biddable plans and specifications.
- Certification of availability of all projects sites necessary for the purpose of construction, operation, and maintenance over the useful life of the facilities.
- Permit (as-required).

The planning document shall be signed and sealed by a professional engineer registered in the State of Florida. The approval process is estimated to take approximately 3 months once a complete document has been submitted by the sponsor's engineer.

In accordance with section 62-503, projects are subject to removal from the fundable portion of the priority list if the loan application is not submitted within 120 days of placement on the fundable portion of the priority list and are also subject to removal if the loan agreement has not been executed within 210 days of being placed on the fundable portion of the priority list.

Additional services may be negotiated and included in the contract(s) for services on an ongoing basis to include other grant, loan or traditional funding sources at the sole discretion of the County. Regarding the inclusion of additional negotiated services for new sources of funding, may include Federal Emergency Management Agency ("FEMA"), Federal Division of Emergency Management ("FDEM"), United States Department of Commerce ("USDOC), Economic Development Administration Grants, USDA Rural Development Grants and Low-Interest Loans, Department of Environmental Protection Grants and Low-Interest Loans, Governor's Office of Tourism, Trade and Economic Development, Water Management District Coop funding, special appropriations and other applicable grant and low-interest loan funds through the Federal, State, or other public sources.

Schedule

Black & Veatch's schedule for completion of the services set forth in Section "A" above is as follows: The City and Black & Veatch agree to complete the administration and planning requirements set forth by Section 62-503 in accordance with the required FDEP SRF schedule. The City understands the Loan Agreement is due 120 days from the date of the public hearing when funds were originally approved for the North Miami project WW13181.

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Compensation

Invoices are due upon receipt. The City will pay, and Black & Veatch will accept compensation for services provided based on the following fee basis: compensation for the attached scope will be based upon the FDEP SRF allowance for preconstruction administration and planning. The City agrees to compensate Black & Veatch the preconstruction allowance of \$92,000 as provided by the SRF program.

Monthly Billing

Invoices will be due upon receipt. Commencing on or about the first day of the calendar month following execution of this Agreement, and monthly thereafter, Black & Veatch shall furnish the City with an invoice covering the reimbursable costs and fee incurred during the previous month and any interest due under this Agreement.

Invoices may be submitted electronically by email to [email address provided by client]: In such event, the electronic copy of the invoice will be considered the official invoice and will not be followed by a hard copy invoice. In the event the City disputes any invoice item, the City shall give Black & Veatch written notice of such disputed item within ten days after receipt of such invoice and shall pay to Black & Veatch the undisputed portion of the invoice according to the provisions hereof. Black & Veatch is under no obligation to submit any deliverable if any invoice is more than 45 days outstanding.

Payments to be made to Black & Veatch under this Agreement shall be electronically transferred either by ACH, specifically in CCD+ or CTX format, or wire transfer to the bank account and in accordance with the bank instructions identified in Black & Veatch's most recent invoice in immediately available funds no later than the payment due date. Invoice number and project name shall be referenced in the bank wire reference fields or the ACH addenda information.

Disputes

In the event the City disputes any invoice item, the City shall give Black & Veatch written notice of such disputed item within ten days after receipt of such invoice and shall pay to Black & Veatch the undisputed portion of the invoice according to the provisions hereof. If the City fails to pay any invoiced amounts when due interest will accrue on each unpaid amount at the rate of 18% per annum, or the maximum amount allowed by law if less, from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in the City's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due. .

This Agreement and the above-referenced Contract 530 (including all appendices thereto) constitute the complete understanding of the parties with respect to the Services specified herein. If there are inconsistencies between the terms of Contract 530 and this Agreement, this Agreement shall control. Terms and conditions contained in purchase orders, work orders, or other documents issued by the City with respect to the Services shall be of no force and effect.

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IN WITNESS WHEREOF, the parties have executed this Agreement on this date indicated below.

Offered by:

BLACK & VEATCH CORPORATION

Thomas R. Peterson 10/31/2011
Signature Date

Thomas R. Peterson/Vice President

Printed name/ Title

Approved by QA/QC(Graham) 10/04/2011. Approved by PM(Ray) e-mail 10/04/2011.

Accepted by:

CITY OF NORTH MIAMI

Signature Date

Printed name/ Title